

## MORTGAGE RECORD 85

are not inconsistent with this extension agreement, to which they are to apply as fully as if the terms of this agreement were originally set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of One Hundred Dollars (\$100.00) or multiples thereof at any interest paying time.

IN WITNESS WHEREOF, the undersigned have affixed their signatures, this 29th day of November, 1940.

Edwin A Fritz  
Mary Gladys Fritz

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 2nd day of December, A.D. 1940, before me, the undersigned, a notary public in and for the County and State aforesaid, came Edwin A. Fritz and Mary Gladys Fritz, his wife who personally known to me to be the same person(s) who executed the within Mortgage Extension Agreement, and such person(s) duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

L. E. Eby  
Notary Public.

(SEAL) My commission expires Apr. 21, 1942

Recorded December 2, 1940 at 1:30 P.M.

*N. A. Beck* Register of Deeds

Reg. No. 2377  
Tax Paid 8/8/40

Receiving No. 11189-

AGREEMENT FOR EXTENSION OF FARM LOAN NO. 173288

Whereas, DANIEL A. WHITE, a single man, and MARY M. WHITE, a widow, executed and delivered to The Prudential Insurance Company of America, a certain note secured by a mortgage upon real property situated in Douglas County, Kansas, dated March 1 1926, which said mortgage was recorded in said County on March 27, 1926, in Volume 65 of Mortgages, on page 367, and

Whereas, the said note has matured, or will mature on March 15, 1940, either in accordance with its terms or by virtue of the terms of a previous extension, and

Whereas, title to the mortgaged premises is now vested in DANIEL A. WHITE, a single man; ARTHUR WHITE and MARY WHITE, his wife; ROSE J. WHITE DYER and JOSEPH DYER, her husband; ELEANOR DYER and OSCAR DYER, her husband; AGNES PRIM and ERNEST PRIM, her husband; GENEVIEVE WHITE, a single woman; and CATHERINE M. GILBERT, a widow, who are hereinafter referred to and described as OBLIGORS, subject to said mortgage, and

Whereas, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of TWO THOUSAND TWO HUNDRED FIFTY & No/100 -DOLLARS, which provisions shall be conditions of this agreement,

Now, Therefore, the aforesaid present owner or owners hereby promise and agree to pay the said principal sum of TWO THOUSAND TWO HUNDRED FIFTY & No/100 -DOLLARS as follows: \$50.00 due and payable on March 15, 1941 and \$50.00 due and payable on March 15th of each year thereafter, up to and including March 15, 1946, and the balance of \$1,950.00 due and payable on March 15, 1947 with interest thereon from March 15, 1940, to March 15, 1947, or until default, at the rate of five (5) per cent. per annum, payable semi-annually March 15th and September 15th each year; and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes. Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100 or multiples thereof on any date when interest becomes due and payable; provided, however, that prior to five years from date, the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any, falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument.

This Extension Agreement is executed for the purpose of ratifying, confirming and correcting the Extension Agreement of even date herewith, recorded August 8, 1940 in Book 85 Page 376 of the Records of Douglas County, Kansas, executed by Daniel A. White, a single man, in which ARTHUR WHITE and MARY WHITE, his wife; ROSE J. WHITE DYER and JOSEPH DYER, her husband; ELEANOR DYER and OSCAR DYER, her husband; AGNES PRIM and ERNEST PRIM, her husband; GENEVIEVE WHITE, a single woman and CATHERINE M. Gilbert, a widow, did not join as parties thereto. The indebtedness referred to herein in the same indebtedness referred to in said Extension Agreement executed by DANIEL A. WHITE, on which mortgage registration tax has already been paid.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

And the parties who execute this agreement hereby agree that said mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and mortgage as herein modified.

In Witness Whereof, the said OBLIGORS have hereunto set their hands and seals this 15th day of March, 1940.

Agnes Prim  
Ernest Prim  
Rose J White Dyer  
Joseph Dyer  
Arthur White  
Mary White

Eleanor Dyer  
Oscar Dyer  
Genevieve White  
Catherine M. Gilbert  
Daniel A. White

STATE OF KANSAS }  
County of Douglas } ss.:

Be it remembered, that on this 21st day of September A.D. 1940 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Agnes Prim and Ernest Prim who are personally known to me to be the same persons who executed the within and foregoing instrument, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Oscar J. Lane  
Notary Public, Douglas County, Kansas

(SEAL) Term expires: 3-9-1942